

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

ENERGY & ENVIRONMENT LEGAL  
INSTITUTE,

*Plaintiff,*

v.

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY,

*Defendant.*

Civil Action No. 16-1928 (RJL)

**STIPULATION OF SETTLEMENT AND DISMISSAL**

Plaintiff, Energy & Environmental Legal Institute (“Plaintiff”), and Defendant United States Environmental Protection Agency (“Defendant”) (collectively “the Parties”), by and through their respective counsel, hereby stipulate and agree as follows:

1. The Parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein.
2. Defendant shall pay Plaintiff a lump sum of One Thousand Eight Hundred dollars and zero cents (\$1,800.00) in attorneys’ fees and costs in this matter. Defendant will pay such attorneys’ fees and costs via an electronic transfer of funds to a bank account that Plaintiff will specify. Upon filing the Stipulation of Settlement and Dismissal, the Parties will promptly complete and transmit the documentation necessary to effectuate this payment.
3. Defendant shall make a discretionary release of information in three (3) documents that Defendant had previously withheld pursuant to FOIA Exemption 5 (5 U.S.C. § 552(b)(5)). Defendant provided the documents with the revised redactions to Plaintiff prior to

the execution of this Stipulation and Plaintiff agrees not to challenge the remaining withholdings under FOIA Exemptions 5 and 6.<sup>1</sup>

4. Plaintiff agrees to forever discharge, release, and withdraw any claims of access to records or portions of records sought in this action. Defendant agrees not to seek any fees or costs from Plaintiff in connection with its response to the Freedom of Information Act request that gave rise to the Complaint in this case.

5. This Stipulation of Settlement and Dismissal shall represent full and complete satisfaction of all claims arising from the allegations set forth in the Complaint filed in this action, including full and complete satisfaction of all claims for costs, attorneys' fees, search, review, or processing fees that have been, or could be, made in this case. In particular, this Stipulation of Settlement and Dismissal shall include all claims for attorneys' fees and costs, as well as search, review, and processing fees incurred by either Party in connection with the administrative Freedom of Information Act process, the District Court litigation process, and any other proceedings involving the claims raised in this action.

6. This Stipulation of Settlement and Dismissal shall not constitute an admission of liability or fault on the part of Defendant or the United States or their agents, servants, or employees, and both Parties have entered into this stipulation for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further litigation. This Stipulation of Settlement and Dismissal is understood not to preclude or prevent Plaintiff from seeking through the Freedom of Information Act or other means records not sought in the Freedom of Information Act request that gave rise to this action.

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<sup>1</sup> These documents are identified in the production as 813, 1201, and 4175. 813 is being released in full; 1201 has a limited redaction pursuant to Exemption 5; and 4175 has two limited redactions pursuant to Exemptions 5 and 6.

7. This Stipulation of Settlement and Dismissal shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parties agree that this Stipulation of Settlement and Dismissal will not be used as evidence or otherwise in any pending or future civil or administrative action against Defendant or the United States, or any agency or instrumentality of the United States.

9. Execution and filing of this Stipulation of Settlement and Dismissal by counsel for Plaintiff and by counsel for Defendant shall constitute a dismissal of this action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

10. This Stipulation of Settlement and Dismissal may be executed in counterparts as if executed by both parties on the same document.

11. This Court may retain jurisdiction for the sole purpose of enforcing this Stipulation.

Respectfully submitted this 15th day of November, 2017.

/s/ Chaim Mandelbaum  
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